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Attorneys for Defendant  
Nationstar Mortgage LLC d/b/a Mr. Cooper

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

STEVE F. TIBBETTS and  
TAMBERLYN TIBBETTS,

Plaintiffs,

vs.

KELLER MORTGAGE, LLC dba  
KELLER MORTGAGE,  
NATIONSTAR MORTGAGE LLC,  
and NATIONSTAR MORTGAGE  
LLC, dba MR. COOPER, U.S. BANK  
NATIONAL ASSOCIATION and  
DOES 1-20, inclusive,

Defendants.

Case No. S-CV-0049759

**NOTICE OF REMOVAL OF  
ACTION TO FEDERAL COURT  
BASED ON DIVERSITY  
JURISDICTION**

Complaint Filed: January 18, 2023  
Trial Date: None Set

TROUTMAN PEPPER HAMILTON SANDERS LLP  
350 SOUTH GRAND AVENUE, SUITE 3400  
LOS ANGELES, CA 90071

**TO THE COURT AND ALL PARTIES AND THEIR COUNSEL OF RECORD:**

Defendants Nationstar Mortgage LLC dba Mr. Cooper (erroneously named and sued as Nationstar Mortgage LLC and Nationstar Mortgage LLC dba Mr. Cooper) (**Nationstar**), and U.S. Bank National Association, as Trustee for WOV ML Pass-Through Trust I (erroneously named and sued as U.S. Bank National Association) (**U.S. Bank**, collectively, **Defendants**), pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, remove this action from the Superior Court of Placer County to this Court based on the following:

**I. STATEMENT OF THE CASE**

1. On January 18, 2023, Plaintiffs Steve Tibbetts and Tamberlyn Tibbetts commenced an action in the Superior Court of the County of Placer, styled *Steve F. Tibbetts and Tamberlyn Tibbetts v. Keller Mortgage LLC, et al.*, Case No. S-CV-0049759. A copy of the complaint is attached hereto as **Exhibit 1**.

2. Plaintiffs assert the following four causes of action: (1) Breach of Contract; (2) Breach of Fiduciary Duty; (3) Constructive Fraud; and (4) Defamation.

**II. BASIS FOR DIVERSITY JURISDICTION**

3. This Court has jurisdiction over this matter under 28 U.S.C. § 1332(a) because defendants are not citizens of California, plaintiffs and defendants are completely diverse, and the amount in controversy exceeds \$75,000.

4. Diversity jurisdiction exists if there is “complete diversity between all named plaintiffs and all named defendants, and no defendant is a citizen of the forum State.” *Lincoln Prop. Co. v. Roche*, 546 U.S. 81, 85 (2005). The amount in controversy must also exceed \$75,000. *See* 28 U.S.C. § 1332(a).

5. Plaintiffs are citizens of California and residents of Placer County. *See* Complaint ¶ 1.

6. Defendant Nationstar is a limited liability company organized under Delaware law. *See* Exhibit 2, website printout from the Delaware Secretary of State. As a limited liability company, Nationstar “is a citizen of every state of which its

1 owners/members are citizens,” for purposes of diversity jurisdiction under § 1332(a).  
2 *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006).  
3 Nationstar has two members, Nationstar Sub1 LLC and Nationstar Sub2 LLC. Both  
4 of Nationstar's members are Delaware limited liability companies that are completely  
5 owned by Nationstar Mortgage Holdings, Inc., a Delaware corporation. Nationstar  
6 Mortgage Holdings, Inc.'s principal place of business is in Texas. Consequently, for  
7 purposes of diversity jurisdiction pursuant to 28 U.S.C. § 1332(a)(1), Nationstar is a  
8 citizen of Delaware and Texas, but not California.

9 7. Defendant U.S. Bank is incorporated under the laws of Delaware and has  
10 its principal place of business in Minneapolis, Minnesota. Consequently, for purposes  
11 of diversity jurisdiction pursuant to 28 U.S.C. § 1332(a)(1), U.S. Bank is a citizen of  
12 Delaware and Minnesota, but not California.

13 8. Defendant Keller Mortgage LLC is a limited liability company organized  
14 under Ohio law with a principal place of business in Dublin, Ohio.

15 9. The amount in controversy requirement is also met. While Plaintiffs seek  
16 unspecified damages, Plaintiffs seek to set aside the loan currently serviced by  
17 Nationstar. *See* Compl. ¶71. The balance on the loan as of January 1, 2023 is  
18 \$693,750. Compl. Ex. 6. “In actions seeking declaratory or injunctive relief, it is well  
19 established that the amount in controversy is measured by the value of the object of  
20 the litigation.” *Cohn v. Petsmart*, 281 F.3d 837, 840 (9th Cir. 2002). The mortgage  
21 loan that is the object of this litigation is therefore well over \$75,000.

22 10. Plaintiffs seek unspecified punitive damages. Compl. at 13, “Prayer for  
23 Relief.” Plaintiffs’ demand for punitive damages satisfies the amount in controversy  
24 requirement. *See Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 698 (9th Cir.  
25 2007) (holding punitive damages should be taken into consideration in determining  
26 whether a defendant has satisfied the amount in controversy requirement).  
27  
28

11. Plaintiffs demand compensatory damages and attorney's fees and costs. Compl. at 13, "Prayer for Relief." If successful, the amount would likely exceed \$75,000.

**III. ALL PROCEDURAL REQUIREMENTS FOR REMOVAL HAVE BEEN SATISFIED**

12. Removal of this action is timely. Nationstar was served with a copy of the complaint on February 27, 2023. This action has been removed within 30 days of such service.

13. DOES 1 through 100 have not been named or served, and their consent is therefore not required. *Salveson v. Western States Bankcard Ass'n*, 731 F.2d 1423, 1428 (9th Cir. 1984), *overruled on other grounds by Ethridge v. Harbor House Restaurant*, 861 F.2d 1389 (9th Cir. 1988), *Emrich v. Touche Ross & Co.*, 846 F.2d 1190, 1193 n.1 (9th Cir. 1988) (the requirement for consent applies "only to defendants properly joined and served in the action.").

14. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of all of the "process, pleadings, and orders" served on defendants in the State Court Action are attached hereto as Exhibit 1.

15. Written notice of the filing of this notice of removal will be given to Plaintiffs and promptly filed with the Clerk of the Superior Court of Placer County.

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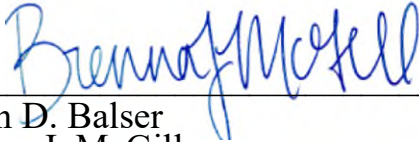
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**I. CONCLUSION**

By this notice of removal and the associated attachments, Defendants do not waive any objections they may have as to service, jurisdiction or venue, or any other defenses or objections they may have to this action. Defendants intend no admission of fact, law or liability by this notice, and expressly reserve all defenses, motions and/or pleas. Defendants pray that the State Court Action be removed to this Court, that all further proceedings in the state court be stayed, and that defendants receive all additional relief to which they are entitled.

Dated: March 29, 2023

TROUTMAN PEPPER  
HAMILTON SANDERS LLP

By:   
Justin D. Balser  
Brenna J. McGill

Attorneys for Defendant Nationstar  
Mortgage LLC dba Mr. Cooper

# **EXHIBIT 1**



## Notice of Service of Process

TV / ALL  
Transmittal Number: 26471391  
Date Processed: 03/01/2023

**Primary Contact:** LeAllen Frost  
Nationstar Mortgage LLC  
8950 Cypress Waters Blvd.  
Coppell, TX 75019-4620

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<b>Entity:</b>	Nationstar Mortgage LLC Entity ID Number 2050233
<b>Entity Served:</b>	Nationstar Mortgage LLC
<b>Title of Action:</b>	Steve F. Tibbetts vs. Keller Mortgage LLC dba Keller Mortgage
<b>Matter Name/ID:</b>	Steve F. Tibbetts vs. Keller Mortgage LLC dba Keller Mortgage (13712281)
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Placer County Superior Court, CA
<b>Case/Reference No:</b>	S-CV-0049759
<b>Jurisdiction Served:</b>	Texas
<b>Date Served on CSC:</b>	02/27/2023
<b>Answer or Appearance Due:</b>	30 days
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Personal Service
<b>Sender Information:</b>	Frank Law Group, P.C. 530-887-8585

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

KELLER MORTGAGE, LLC, dba KELLER MORTGAGE, NATIONSTAR MORTGAGE LLC, and NATIONSTAR MORTGAGE LLC, dba MR. COOPER, U.S. BANK NATIONAL ASSOCIATION and DOES 1-20, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

STEVE F. TIBBETTS and TAMBERLYN TIBBETTS

**ELECTRONICALLY FILED**

Superior Court of California,  
County of Placer

01/18/2023 at 04:21:27 PM

By: Karlee M Parsons  
Deputy Clerk

DELIVERED

2 / 27 / 2023

BY: DRLW PSC: 2114

ATX Process, LLC

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):  
Hon. Howard G. Gibson Courthouse  
10820 Justice Center Drive  
Roseville CA 95678

CASE NUMBER:  
(Número del Caso):

8-CV-0049759

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
DENNIS G. SELEY, ESQ., FRANK LAW GROUP, P.C. (530) 887-8585  
1517 Lincoln Way, Courthouse Plaza, Auburn, CA 95603

DATE: Wednesday, January 18, 2023  
(Fecha)

Clerk, by  
(Secretario) Karlee M Parsons

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): NATIONSTAR MORTGAGE LLC  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☒ other (specify): a Limited Liability Company
4. ☐ by personal delivery on (date):



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Dennis G. Seley (SBN 64584)</b> <b>FRANK LAW GROUP, P.C.</b> 1517 Lincoln Way, Courthouse Plaza, Auburn, CA 95603 TELEPHONE NO.: (530) 8887-8585 FAX NO. (Optional): (530) 887-8586 E-MAIL ADDRESS: dgseley@franklawgroup.com ATTORNEY FOR (Name): Plaintiffs STEVE F. TIBBETTS and TAMBERLYN TIBBETTS	<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of Placer <b>01/18/2023 at 04:21:27 PM</b> By: Karlee M Parsons Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER</b> STREET ADDRESS: 10820 Justice Center Drive MAILING ADDRESS: P.O. Box 619072, Roseville, CA 95661-9072 CITY AND ZIP CODE: Roseville 95678 BRANCH NAME: Hon. Howard G. Gibson Courthouse	CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">S-CV-0049759</div>
<b>CASE NAME:</b> Tibbetts v. Keller Mortgage LLC, US Bank National Assoc., Nationstar LLC, dba Mr. Cooper, et al.,	JUDGE: DEPT.:

**CIVIL CASE COVER SHEET**

☒ **Unlimited** (Amount demanded exceeds \$25,000)
 ☐ **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**

☐ Counter ☐ Joinder  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:**Auto Tort**

- ☐ Auto (22)  
☐ Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

- ☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

- ☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

**Employment**

- ☐ Wrongful termination (36)  
☐ Other employment (15)

**Contract**

- ☒ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

**Real Property**

- ☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

**Unlawful Detainer**

- ☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

**Judicial Review**

- ☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)**

- ☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

- ☐ Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

- ☐ RICO (27)  
☐ Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

- ☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties  
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve  
 c. ☐ Substantial amount of documentary evidence  
 d. ☐ Large number of witnesses  
 e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Five

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 1/14/2023

Dennis G. Seley

(TYPE OR PRINT NAME)

**NOTICE**

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

1 DAVID E. FRANK, ESQ. (Bar No. 125122)  
2 DENNIS G. SELEY, ESQ. (Bar No. 64584)  
3 FRANK LAW GROUP, P.C.  
1517 Lincoln Way, Courthouse Plaza  
4 Auburn, CA 95603  
Telephone: (530) 887-8585  
Facsimile: (530) 887-8586

5 Attorneys for Plaintiffs  
6 STEVE F. TIBBETTS and  
TAMBERLYN TIBBETTS

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Placer  
**01/18/2023 at 04:21:27 PM**

By: Karlee M Parsons  
Deputy Clerk

7  
8  
9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF PLACER

11  
12 STEVE F. TIBBETTS and  
TAMBERLYN TIBBETTS,  
13  
14 Plaintiffs,

15 v.

16 KELLER MORTGAGE, LLC, dba KELLER  
MORTGAGE, NATIONSTAR MORTGAGE  
17 LLC, and NATIONSTAR MORTGAGE  
LLC, dba MR. COOPER, U.S. BANK  
18 NATIONAL ASSOCIATION and DOES 1-  
20, inclusive,

19 Defendants.  
20

Case No. S-CV-0049759

**VERIFIED COMPLAINT FOR BREACH  
OF CONTRACT, CONSTRUCTIVE  
FRAUD, BREACH OF FIDUCIARY  
DUTY AND DEFAMATION**

21 COMES NOW Plaintiffs STEVE F. TIBBETTS and TAMBERLYN TIBBETTS and  
22 alleges the following against KELLER MORTGAGE, LLC, dba KELLER MORTGAGE,  
23 NATIONSTAR MORTGAGE LLC, and NATIONSTAR MORTGAGE LLC, dba MR.  
24 COOPER, U.S. BANK NATIONAL ASSOCIATION and DOES 1-20, inclusive:

25 **INTRODUCTION**

26 The purpose of this lawsuit is to rectify the financial harm caused to Plaintiffs by  
27 KELLER MORTGAGE, LLC, dba KELLER MORTGAGE, NATIONSTAR MORTGAGE  
28 LLC, and NATIONSTAR MORTGAGE LLC, dba MR. COOPER, U.S. BANK NATIONAL

1 ASSOCIATION and DOES 1-20, inclusive, following the mortgage rescission transaction that  
2 took place as more fully set forth below.

3 **PARTIES**

4 1. Plaintiffs STEVE F. TIBBETTS and TAMBERLYN TIBBETTS are individuals  
5 residing in the town of Penryn, County of Placer, California.

6 2. Upon information and belief, KELLER MORTGAGE LLC, dba KELLER  
7 MORTGAGE is a limited liability company with its principal place of business in Dublin, Ohio  
8 and is authorized to do business in the State of California.

9 3. Upon information and belief, U.S. Bank National Association is a subsidiary of U.S.  
10 Bancorp, and is a Delaware corporation with its principal place of business in Minneapolis,  
11 Minnesota, and is authorized to do business in the State of California.

12 4. Upon information and belief, NATIONSTAR MORTGAGE LLC, dba MR. COOPER,  
13 is a Delaware corporation with its principal place of business in Dallas, Texas and is authorized  
14 to do business in the State of California.

15 5. Upon information and belief, U.S. BANK NATIONAL ASSOCIATION is a Delaware  
16 corporation with its corporate headquarters located in Minneapolis, Minnesota, and is  
17 authorized to do business in the State of California.

18 6. Plaintiffs are ignorant of the true names and the capacities of defendants sued herein as  
19 DOES 1-20, inclusive, and therefore Plaintiffs sues these defendants by these fictitious names.  
20 Plaintiff reserves the right to amend this complaint to allege their true names and capacities  
21 when ascertained. Plaintiffs are informed and believe, and thereon allege, that each of the  
22 fictitiously named defendants are responsible in some manner for the occurrences herein alleged  
23 and that Plaintiffs' damages are as herein alleged were proximately caused by such defendants.

24 7. Plaintiffs are informed and believe and thereon allege, that at all times material to this  
25 complaint, each of the defendants, in addition to acting for himself/herself or itself, and on  
26 his/her or its own behalf individually, is and was acting as the agent, assignee, servant,  
27 employee and/or representative of, and with the knowledge, consent and permission of and in  
28 conspiracy with, each and all of the defendants and within the course and scope and authority of

1 that agency, service, employment, representation, and conspiracy. Plaintiffs further alleges that  
2 the acts of each of the defendants were fully ratified by each and all of the defendants.  
3 Specifically, and without limitation, Plaintiffs allege that the actions, failures to act, breaches,  
4 and, misrepresentations alleged herein and attributed to one or more of the specific defendants  
5 were approved, ratified and done with the cooperation and knowledge of each and all of the  
6 defendants.

### 7 JURISDICTION AND VENUE

8 8. Plaintiffs entered into mortgage loan agreements in May 2022 and again in July 2022  
9 with KELLER MORTGAGE in Placer County. Both loans were consummated in Placer  
10 County and executed in the City of Auburn, Placer County, California.

11 9. Defendant KELLER MORTGAGE LLC and dba KELLER MORTGAGE is authorized  
12 to do business in the State of California and is registered with the Secretary of State. Its  
13 authorized agents for service of process are located in Sacramento.

14 10. Defendant U.S. BANK NATIONAL ASSOCIATION is authorized to do business in the  
15 State of California. Its authorized agents for service of process through CT Corporation are  
16 located in California.

17 11. Defendant NATIONSTAR MORTGAGE LLC, dba MR. COOPER is authorized to do  
18 business in the State of California and is registered with the Secretary of State. Further,  
19 Defendant holds a *California Finance Lenders Law License* and a *California Residential*  
20 *Mortgage Lending Act License*. As alleged below, NATIONSTAR MORTGAGE LLC., dba  
21 MR. COOPER became the loan servicing agent of the rescinded May 2022 Keller Mortgage  
22 loan when this loan was sold by KELLER MORTGAGE to U.S. BANK NATIONAL  
23 ASSOCIATION, accepting all agreements entered into between Plaintiffs and KELLER  
24 MORTGAGE.

### 25 GENERAL ALLEGATIONS

26 12. On or about March 2021, Plaintiffs took out an equity loan in the amount of \$340,000  
27 through Keller Mortgage. The Deed of Trust and loan had a closing date of March 19, 2021.  
28 At some point after the close of escrow for this new loan, Keller Mortgage either sold the

1 mortgage to, or contracted with, Specialized Loan Servicing for administration of the mortgage  
2 payments.

3 13. On or about April 2022, Plaintiffs began the procedures to refinance the March 2021  
4 loan. TIBBETTS received a payoff statement from Specialized Loan Servicing on April 13,  
5 2021 in the amount of \$321,922.14.

6 14. On or about May 2, 2022, First Integrity Title issued a closing statement related to the  
7 refinancing of the 2021 loan. Keller Mortgage issued a loan in the amount of \$693,750. The  
8 2021 loan was paid in the amount of \$321,922 with the balance of the loan proceeds going to  
9 TIBBETTS to be used for construction on TIBBETTS' property. This loan will be referred to  
10 as the *May 2022 Loan*.

11 15. At the time the *May 2022 Loan* was consummated, part of the KELLER MORTGAGE  
12 loan documents required Plaintiffs to execute a form entitled Right to Cancel.

13 16. On or about June 14, 2022, Plaintiffs received a letter from KELLER MORTGAGE.  
14 KELLER MORTGAGE advised that in a post-closing audit KELLER MORTGAGE  
15 determined that it had provided the wrong Right to Cancel form that was used at the time  
16 escrow closed and loan documents were executed. KELLER MORTGAGE stated the error was  
17 on their part for providing the incorrect form at the time of signing. A new form was provided  
18 and the time frame for Plaintiffs' to exercise their rights to cancel was reopened. The new  
19 deadline within which to exercise their right to cancel the *May 2022 Loan* was now June 18,  
20 2022. (**Exhibit 1**)

21 17. On June 16, 2022, Plaintiffs signed the new form "Right to Cancel" they had received on  
22 June 14, 2022 from KELLER MORTGAGE, and sent the executed Right to Cancel form  
23 pertaining to rescinding the *May 2022 Loan*, to Chris Bish at KELLER MORTGAGE in  
24 accordance with the instructions on the form. (**Exhibit 1**)

25 18. When KELLER MORTGAGE failed to respond to the executed and submitted Right to  
26 Cancel form, Plaintiffs engaged the services of legal counsel. As a result, on July 7, 2022,  
27 escrow was opened up for rescinding the *May 2022 Loan* and refinancing of a new loan began  
28 to place Plaintiffs in the same position they were in before the *May 2022 Loan* was made.

1 19. Between May 25, 2022 when the *May 2022 Loan* closed and July 7, 2022 when the *July*  
2 *2022 Loan* was opened in Escrow, the *May 2022 Loan* was sold by KELLER MORTGAGE to  
3 U.S. BANK NATIONAL ASSOCIATION and servicing of the loan was assigned to  
4 NATIONSTAR MORTGAGE LLC, dba MR. COOPER. The first payment on the *May 2022*  
5 loan serviced by MR. COOPER was July 1, 2022, two weeks after Plaintiffs exercised their  
6 right to rescind the *May 2022 Loan*.

7 20. Between July 7 and July 25, the *May 2022 Loan* for \$693,750 was refinanced with  
8 KELLER MORTGAGE with a closing date of July 28, 2022 (hereinafter referred to as the *July*  
9 *2022 Loan*). Pursuant to the *July 2022 Loan* transaction, the amount of \$320,902 paid to  
10 Specialized Loan Servicing by KELLER MORTGAGE involved in the *May 2022 Loan* (the  
11 loan sold to U.S. BANK NATIONAL ASSOCIATION) was refinanced and repurchased by and  
12 directly with KELLER MORTGAGE. The cash-out for construction issued to Plaintiffs from  
13 the *May 2022 Loan* (\$368,279.04) was returned to KELLER MORTGAGE by Plaintiffs as part  
14 of the escrow closing transaction. (**Exhibit 2**)

15 21. As part of the *July 2022 Loan* transaction to rescind the *May 2022 Loan*, Plaintiffs  
16 understood that KELLER MORTGAGE would transfer the sum of \$320,902 to U.S. BANK  
17 NATIONAL ASSOCIATION through MR. COOPER along with the cash-out amount returned  
18 by Plaintiffs representing the rescission of the \$693,750 *May 2022 Loan*.

19 22. On August 2, 2022, MR. COOPER sent a certified letter to Plaintiffs advising them that  
20 their loan (the *May 2022 loan*) account was delinquent, and it was necessary for Plaintiffs to  
21 make payment to avoid foreclosure. This letter was provided to Travis Grant, Executive  
22 Director of Legal Compliance at KELLER MORTGAGE, with whom Plaintiffs and the title  
23 company worked with on the *July 2022 Loan*. Mr. Grant advised Plaintiffs that the  
24 MR. COOPER letter was forwarded to the Post Closing Department of KELLER MORTGAGE  
25 asking that the department advise MR. COOPER that KELLER MORTGAGE repurchased the  
26 *May 2022 Loan* being serviced by MR. COOPER, and not to move forward on any foreclosure  
27 action for non-payment of the *May 2022 Loan*. (**Exhibit 3**)

28 ///



1 23. On August 17, 2022, Mr. Grant advised that MR. COOPER is not servicing the *July*  
2 *2022 Loan* for KELLER MORTGAGE and that KELLER MORTGAGE repurchased the  
3 *May 2022 Loan*. Mr. Grant's stated that MR. COOPER was acting on behalf of the loan  
4 purchaser (U.S. BANK NATIONAL ASSOCIATION). Mr. Grant stated that KELLER  
5 MORTGAGE advised MR. COOPER that the *May 2022 Loan* had been rescinded and  
6 repurchased by KELLER MORTGAGE and for MR. COOPER to cease all loan servicing  
7 activity. He further advised that KELLER MORTGAGE staff would follow-up with  
8 MR. COOPER. (Exhibit 4)

9 24. On September 7, 2022, KELLER MORTGAGE issued a notice advising Plaintiffs that  
10 their *July 2022 Loan* in the amount of \$320.902 would be serviced by Midwest Loan Servicing  
11 with whom KELLER MORTGAGE contracted with for loan servicing. KELLER  
12 MORTGAGE further advised that the September 1, 2022 loan payment on the *July 2022 Loan*  
13 was to be paid directly to Midwest Loan Servicing.

14 25. Plaintiffs became aware in September 2022 that the rescinded *May 2022 Loan* being  
15 serviced by MR. COOPER had not been paid off by the transfer of funds that KELLER  
16 MORTGAGE was required to do at the close of the *July 2022 Loan* transaction. In a phone call  
17 with MR. COOPER customer service on September 22, 2022, Plaintiffs were advised that the  
18 loan was being transferred to Midwest Loan Serving to be completed on September 27, 2022.

19 26. On October 3, 2022, Plaintiffs were again advised in a phone call with MR. COOPER  
20 customer service that the loan would transfer to Midwest on October 13. The agent could not  
21 explain why the transfer did not take place on 9/27/22 as previously indicated.

22 27. On October 19, 2022, Plaintiffs spoke again with MR. COOPER customer service who  
23 advised that while the notes indicate a transfer to Midwest, there was nothing indicated that the  
24 transfer would occur. On this same date, Plaintiffs spoke with Midwest who was unable to  
25 provide further information concerning any transfer from MR. COOPER to Midwest and  
26 advised Plaintiffs to speak with MR. COOPER.

27 28. On October 24, 2022, in another phone call with MR. COOPER, Plaintiffs were advised  
28 by the agent that there was no "goodbye letter" issued by MR. COOPER and further stated that

1 Plaintiffs loan with them was not going anywhere. Instead, the agent offered to provide services  
 2 to Plaintiffs to avoid foreclosure on the *May 2022 Loan* and to speak with Duston Russel (MR.  
 3 COOPER employee) for these services.

4 29. KELLER MORTGAGE repurchased the loan of \$320,902 along with the repayment by  
 5 Plaintiffs in the amount of \$368,279.04. The \$368,279.04 was never transferred by KELLER  
 6 MORTGAGE to MR. COOPER or U.S. BANK NATIONAL ASSOCIATION and neither has  
 7 the repurchased loan amount of \$320,902. As of October 18, 2022, MR. COOPER shows a  
 8 loan balance due by Plaintiffs in the amount of \$689,750 which reflects accrued late charges.

9 30. On October 19, 2022, MR. COOPER sent a notice indicating that it had purchased  
 10 property insurance on behalf of Plaintiffs for the *May 2022 Loan* in the amount of \$2838. On  
 11 October 25, 2022, MR. COOPER sent a notice of adjustment to the escrow account to reflect  
 12 the increase of the monthly mortgage due to the property insurance purchase.

13 31. KELLER MORTGAGE breached its contract arising out of the *July 2022 Loan* resulting  
 14 in late notices being issued by MR. COOPER along with threats to foreclose on a loan that was  
 15 rescinded.

16 32. As a result of the actions and/or inactions of KELLER MORTGAGE and  
 17 NATIONSTAR MORTGAGE LLC., dba MR. COOPER concerning the rescission of the *May*  
 18 *2022 Loan*, MR. COOPER has improperly and falsely reported to credit reporting agencies that  
 19 Plaintiffs are delinquent on a \$698,750 loan resulting in significant deterioration of their credit  
 20 worthiness.

21 33. Therefore, Plaintiffs pray for relief as set forth below.

22 **FIRST CAUSE OF ACTION**  
 23 **BREACH OF CONTRACT**  
 24 **(Against Defendants KELLER MORTGAGE, LLC, U.S. BANK NATIONAL ASSOCIATION, NATIONSTAR MORTGAGE LLC dba MR. COOPER)**

25 34. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through  
 26 33 of this Complaint, and by reference, incorporate the same herein and make each a part  
 27 hereof.

28 ///



1 35. On July 25, 2022, Plaintiffs finalized the *July 2022 Loan* with KELLER MORTGAGE  
2 in which Plaintiffs were required to return the \$368,279.04 cash-out proceeds they received in  
3 connection with the *May 2022 Loan*. KELLER MORTGAGE repurchased the *May 2022 Loan*  
4 and issued a new loan in the amount of \$320,902.

5 36. Plaintiffs have performed all of the things required of them, namely, Plaintiffs timely  
6 exercised their right to rescind the *May 2022 Loan* and repaid the cash-out proceeds as part of  
7 the *July 2022 Loan* and have been making monthly payments on the *July 2022 Loan*

8 37. All conditions required of Plaintiffs have been met or have been excused.

9 38. KELLER MORTGAGE, U.S. NATIONAL BANK ASSOCIATION and NATIONSTAR  
10 MORTGAGE, dba MR. COOPER have breached the *July 2022 Loan*. KELLER MORTGAGE  
11 accepted the repayment of the cash-out proceeds and issued a new loan but failed to follow-  
12 through with the rescission of the *May 2022 Loan* it sold to U.S. BANK NATIONAL  
13 ASSOCIATION being serviced by MR. COOPER.

14 39. MR. COOPER continues to deny their obligations to transfer the rescinded *May 2022*  
15 *Loan* back to KELLER MORTGAGE and instead have threatened to foreclose on this rescinded  
16 loan.

17 40. U.S. BANK NATIONAL ASSOCIATION and MR. COOPER have failed to transfer the  
18 rescinded loan back to KELLER MORTGAGE and instead have been sending delinquent  
19 notices to Plaintiffs on the rescinded loan.

20 41. As a result, Plaintiffs have suffered damages in an amount to be proven at trial, and have  
21 suffered erroneous derogatory credit reporting by MR. COOPER affecting Plaintiffs credit  
22 worthiness. Defendants' actions are a substantial factor in causing said damages.

23 42. Therefore, Plaintiffs pray for relief as set forth below.

24 **SECOND CAUSE OF ACTION**  
25 **BREACH OF FIDUCIARY DUTY**

26 43. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through  
27 33 of this Complaint, and by reference, incorporate the same herein and make each a part hereof.

28 ///

1 44. As indicated in paragraphs 16 and 17 above, Plaintiffs exercised their right to rescind the  
2 *May 2022 Loan* on June 16, 2022. In processing that rescission, KELLER MORTGAGE and  
3 Plaintiffs caused to have escrow opened on July 7, 2022, for the *July 2022 Loan*.

4 45. KELLER MORTGAGE was Plaintiff's loan provider in connection with both the *May*  
5 *2022 Loan* and the *July 2022 Loan*.

6 46. KELLER MORTGAGE was acting on behalf of Plaintiffs when it received Plaintiffs'  
7 notice that they were rescinding the *May 2022 Loan* and had an obligation to protect Plaintiffs  
8 rights when processing the rescission of the *May 2022 Loan*.

9 47. KELLER MORTGAGE owed a fiduciary duty to Plaintiffs and was required to act with  
10 utmost good faith in the best interests of Plaintiffs when processing the rescission of the *May*  
11 *2022 Loan*.

12 48. KELLER MORTGAGE failed to act as a reasonably careful loan provider would have  
13 acted under the same or similar circumstances.

14 49. The failure of KELLER MORTGAGE and NATIONSTAR dba MR. COOPER to fulfill  
15 its obligations to rescind Plaintiffs' loan was done intentionally in conscious disregard for the  
16 rights of Plaintiffs.

17 50. As a result of that failure, Plaintiffs were harmed. Such harm was a substantial factor in  
18 causing Plaintiffs to receive from NATIONSTAR dba MR. COOPER loan statements,  
19 delinquent notices, threats to foreclose on a loan that was rescinded and negative credit reports.

20 51. Therefore, Plaintiffs pray for relief as set forth below.

21  
22 **THIRD CAUSE OF ACTION**  
**CONSTRUCTIVE FRAUD (CIV. CODE §1573)**  
23 **(Against all Defendants)**

24 52. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through  
25 33 of this Complaint, and by reference, incorporate the same herein and make each a part hereof.

26 53. As indicated in paragraphs 16 and 17 above, Plaintiffs exercised their right to rescind the  
27 *May 2022 Loan* on June 16, 2022. In processing that rescission, KELLER MORTGAGE and  
28 Plaintiffs caused to have escrow opened on July 7, 2022, for the *July 2022 Loan*.

1 54. KELLER MORTGAGE was Plaintiffs' loan provider in connection with both the *May*  
2 *2022 Loan* and the *July 2022 Loan*.

3 55. KELLER MORTGAGE was acting on behalf of Plaintiffs when it received Plaintiffs'  
4 notice that they were rescinding the *May 2022 Loan* and had an obligation to protect Plaintiffs  
5 rights when processing the rescission of the *May 2022 Loan*.

6 56. KELLER MORTGAGE knew or should have known that various departments of  
7 KELLER MORTGAGE either failed to communicate to, or follow through with, U.S. BANK  
8 NATIONAL ASSOCIATION and/or NATIONSTAR dba MR. COOPER by advising these  
9 defendants that Plaintiffs exercised their right to rescind the *May 2022 Loan* and to complete the  
10 processing of the rescission. As a result, Plaintiffs continue to receive from NATIONSTAR dba  
11 MR. COOPER loan statements, delinquent notices, and threats to foreclose on a loan that was  
12 rescinded and negative credit reporting by NATIONSTAR dba MR. COOPER.

13 57. KELLER MORTGAGE misled Plaintiffs in failing to communicate to or following  
14 through with advising U.S. NATIONAL BANK ASSOCIATION and/or NATIONSTAR dba  
15 MR. COOPER that the *May 2022 Loan* being serviced by NATIONSTAR dba MR. COOPER  
16 was rescinded. As a result, Plaintiffs continue to receive from NATIONSTAR dba MR.  
17 COOPER loan statements, delinquent notices, and threats to foreclose on a loan that was  
18 rescinded and negative credit reporting by NATIONSTAR dba MR. COOPER.

19 58. KELLER MORTGAGE knew that its failure to communicate Plaintiffs' rights to rescind  
20 to U.S. NATIONAL BANK ASSOCIATION, and its servicing agent NATIONSTAR dba MR.  
21 COOPER would cause serious harm to Plaintiffs. KELLER MORTGAGE's failure to  
22 communicate the *May 2022 Loan* was done intentionally with conscious disregard of Plaintiffs'  
23 rights.

24 59. U.S. NATIONAL BANK ASSOCIATION and NATIONSTAR dba MR. COOPER have  
25 misled Plaintiffs by stating in numerous phone contacts with Plaintiffs that the *May 2022 Loan*  
26 was getting transferred to Mid-West, the servicing agent for KELLER MORTGAGE pertaining  
27 to the *July 2022 Loan*. The transfer has not taken place. Despite the knowledge that the loan  
28 was to be transferred, NATIONSTAR dba MR. COOPER has continued to send out loan

1 statements, delinquent notices, and notices threatening foreclosure to Plaintiffs on a loan that  
2 was rescinded and negative credit reporting by NATIONSTAR dba MR. COOPER.

3 60. Plaintiffs have been harmed by KELLER MORTGAGE, U.S. NATIONAL BANK  
4 ASSOCIATION, NATIONSTAR dba MR. COOPER and such conduct by all defendants is a  
5 substantial factor in causing Plaintiffs' harm.

6 61. Therefore, Plaintiffs pray for relief as set forth below.

7 **FOURTH CAUSE OF ACTION**  
8 **DEFAMATION**

8 (Against Defendants U.S. NATIONAL BANK ASSOCIATION, NATIONSTAR dba MR.  
9 COOPER)

10 62. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through  
11 33 of this Complaint, and by reference, incorporate the same herein and make each a part hereof.

12 63. U.S. NATIONAL BANK ASSOCIATION, NATIONSTAR dba MR. COOPER knew or  
13 should have known that the *May 2022 Loan* was rescinded pursuant to Plaintiffs exercising their  
14 right to rescind said loan.

15 64. Despite the knowledge that the loan was rescinded, as reflected by various MR.  
16 COOPER customer service representative statements that the loan would transfer to Mid-West,  
17 NATIONSTAR dba MR. COOPER has and continues to report negative credit ratings to all  
18 credit reporting agencies that Plaintiffs are delinquent on the rescinded loan. Further, each time  
19 NATIONSTAR dba MR. COOPER submits the negative rating, the balance increases, reflecting  
20 all erroneous past due amounts.

21 65. U.S. NATIONAL BANK ASSOCIATION, NATIONSTAR dba MR. COOPER knew or  
22 should have known that errors were being made by various MR. COOPER employees by  
23 allowing their systems to submit negative credit ratings on Plaintiffs and erroneously reporting a  
24 large loan balance due by Plaintiffs on a loan that was rescinded.

25 66. Plaintiffs have been harmed by NATIONSTAR dba MR. COOPER by reporting to all  
26 credit reporting agencies that Plaintiffs are delinquent in making payments on the rescinded the  
27 *May 2022 Loan* which has affected Plaintiffs creditworthiness (**Exhibit 5**).

28 ///

67. The conduct of U.S. NAITONAL BANK ASSOCIATION, NATIONSTAR dba MR. COOPER by making negative credit ratings is a substantial factor in causing Plaintiff harm by affecting their creditworthiness and was done in conscious disregard towards the rights of Plaintiffs.

**FIFTH CAUSE OF ACTION**  
**INJUNCTIVE RELIEF**

**(Against Defendants U.S. NATIONAL BANK ASSOCIATION, NATIONSTAR dba MR. COOPER)**

68. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through 33 of this Complaint, and by reference, incorporate the same herein and make each a part hereof.

69. The actions of Defendants U.S. NATIONAL BANK ASSOCIATION and NATIONSTAR dba MR. COOPER have caused significant harm to Plaintiffs. These Defendants continue to issue loan statements, delinquent notices, and notices threatening foreclosure on a loan that Plaintiffs rescinded. Defendants continue to issue negative credit reporting to credit agencies, indicating that Plaintiffs are in default on the rescinded *May 2022 Loan*. (**Exhibit 6**)

70. As a result of the significant harm suffered by Plaintiffs caused by these defendants by reporting negative credit ratings outlined above, Plaintiffs have been prevented from securing a construction loan, car loan and other lines of credit.

71. Plaintiffs have no other plain, speedy or adequate remedy at law to prevent Defendants U.S. NATIONAL BANK ASSOCIATION and NATIONSTAR dba MR. COOPER from foreclosing on the rescinded *May 2022 Loan* and their continued negative credit reporting affecting Plaintiffs credit worthiness. Defendants have now begun the foreclosure process on this rescinded loan. (**Exhibit 7**) Injunctive relief prayed below is necessary and appropriate at this time to prevent foreclosure and further erroneous and derogatory credit reporting of Plaintiffs' credit worthiness.

72. Therefore, Plaintiffs pray for relief as set forth below.

///

///

**PRAYER FOR RELIEF**

Based on the foregoing, Plaintiffs pray for:

1. For general damages according to proof;
2. For consequential and special damages according to proof;
3. For punitive damages;
4. For issuance of a temporary restraining order and permanent injunctive relief to prevent Defendants from foreclosing on the *May 2022 Loan* and issuing negative credit reports against Plaintiffs;
5. Attorney's fees to the extent permitted by contract or law;
6. Costs of suit incurred herein;
7. For such other relief as the court deems just and proper.

Dated: 1/14/2023

FRANK LAW GROUP, P.C.

By: 

DENNIS G. SELEY  
Attorneys for Plaintiffs

**VERIFICATION**

I, STEVE F. TIBBETTS, declare:


1. I am a plaintiff in the above-entitled matter.

2. I have read the foregoing Complaint and know the contents thereof.

3. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on 1/15/23 at PENNYW, Placer County, California.

  
STEVE F. TIBBETTS

VERIFICATION

I, TAMBERLYN TIBBETTS, declare:

1. I am a plaintiff in the above-entitled matter.

2. I have read the foregoing Complaint and know the contents thereof.

3. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on 1/15/23 at Pennryn, Placer County, California.

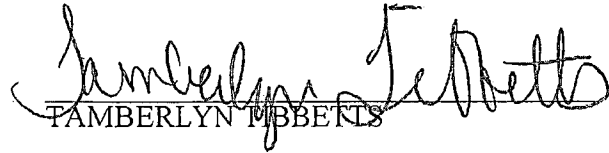
  
TAMBERLYN TIBBETTS



EXHIBIT 1



KELLER  
Mortgage

Steve and Tamberlyn Tibbetts  
7821 Logan Lane  
Penryn, CA 95663

June 14, 2022

Mr. and Mrs. Tibbetts,

In a Post-Closing Audit, it was discovered that your Notice of Right to Cancel was not issued to you on the correct form at closing.

To resolve this, we have issued a Notice of Right to Cancel to you on the correct form. In addition, due to the error on the part of Keller Mortgage we are required to re-open the time period for you to cancel your loan. You will now have until June 18, 2022 to cancel your loan with Keller Mortgage.

Enclosed is a revised Notice of Right to Cancel. Please initial this document where indicated and send it back to my attention with the label and envelope provided. I have also included a copy of this document for your records. This will have no other impact to your loan that closed with Keller Mortgage.

We apologize for any inconvenience this may have caused.

If you have any questions about this, please feel free to contact me at any of the below contact information.

Thank you,

Chris Bish  
Post-Closing Manager  
614-768-1148 x 349  
cbish@kellermortgage.com

**H-9 Rescission Model Form (New Advance of Money with the Same Creditor)**

**Your Right to Cancel This Loan**

<b>You Could Lose Your Home</b>	You are giving us the right to take your home if you do not repay the money you owe under this new loan.	
<b>Your Right to Cancel</b>	You have the right under federal law to cancel this new loan on or before the date stated below. Under federal law, we cannot make any funds available to you until after this date.	
<b>If You Cancel</b>	If you cancel, we will: <ul style="list-style-type: none"> <li>• Not charge you a cancellation fee, and</li> <li>• Refund to you any fees you paid to get this loan.</li> </ul> If you cancel this new loan, all of the terms of your previous loan with us will still apply. You will still owe us your previous balance, and we will have the right to take your home if you do not repay that money.	
<b>How to Cancel</b>	To cancel, you may submit the bottom portion of this notice to <u>Chris Bish</u> at <u>Keller Mortgage</u> 4725 Lakemurst Ct., STE 400, Dublin, OH 43016 or <u>cbish@kellermortgage.com</u>	
<b>Deadline to Cancel</b>	If you want to cancel this loan, you must submit the bottom portion of this notice on or before <u>June 18, 2022</u> . In certain circumstances, your right to cancel this loan may extend beyond this date. In that case, you must submit the bottom portion of this notice to either the current owner of your loan or the person to whom you send payments.	

[[If two or more people have the right to cancel this loan, cancellation by one person is effective for all of them.]

Initial here ☒ (initials) to acknowledge the receipt of this notice on June 15, 2022 (date)



I AM CANCELLING THIS LOAN.

Name Steven F. Tibbels

Property Address 7821 Logan Lane, Penn, CA 95663

Loan Number 01002201361407

**H-9 Rescission Model Form (New Advance of Money with the Same Creditor)****Your Right to Cancel This Loan**

<b>You Could Lose Your Home</b>	You are giving us the right to take your home if you do not repay the money you owe under this new loan.
<b>Your Right to Cancel</b>	You have the right under federal law to cancel this new loan on or before the date stated below. Under federal law, we cannot make any funds available to you until after this date.
<b>If You Cancel</b>	<p>If you cancel, we will:</p> <ul style="list-style-type: none"> <li>• Not charge you a cancellation fee; and</li> <li>• Refund to you any fees you paid to get this loan.</li> </ul> <p>If you cancel this new loan, all of the terms of your previous loan with us will still apply. You will still owe us your previous balance, and we will have the right to take your home if you do not repay that money.</p>
<b>How to Cancel</b>	<p>To cancel, you may submit the bottom portion of this notice to <u>Chris Bish</u> at <u>Keller Mortgage</u> [or  <u>4725 Lakehurst Ct. STE 400, Dublin, OH 43016</u> or  <u>Cbish@kellarmortgage.com</u>]</p>
<b>Deadline to Cancel</b>	<p>If you want to cancel this loan, you must submit the bottom portion of this notice on or before <u>June 18, 2022</u>.*</p> <p>*In certain circumstances, your right to cancel this loan may extend beyond this date. In that case, you must submit the bottom portion of this notice to either the current owner of your loan or the person to whom you send payments.</p>

[If two or more people have the right to cancel this loan, cancellation by one person is effective for all of them.]

[Initial here JB to acknowledge the receipt of this notice on June 15, 2022.]  
 [ (initials) (date)]

cut here →

**I AM CANCELLING THIS LOAN.**

Name

Tamberlyn Tibbitts

Property Address

7821 Logan Lane, Pennyn, CA 95663

[Loan Number] 01002201361407

EXHIBIT 2



**Placer Title Company**193 Fulweiler Avenue  
Auburn, CA 95603  
(530)885-7722File Number: P-563943  
Loan Number: 01012102288251  
Loan Amount: \$320,902.00  
Close Date: 7/27/2022  
Date Prepared: 7/25/2022 12:49:18 PM**BORROWER(S) ESTIMATED CLOSING**Type: Refinance / Loan  
Property: 7821 LOGAN LANE  
PENRYN, CA 95663 (PLACER)  
(032-134-012-000)Borrower(s): STEVE F. TIBBETTS AND TAMBERLYN TIBBETTS, TRUSTEES OF THE TIBBETTS  
FAMILY TRUST DATED FEBRUARY 4, 2013, AND ANY AMENDMENTS THERETOLender: Keller Mortgage, LLC DBA Keller Mortgage  
4725 Lakehurst Court, Suite 400, Dublin, OH 43016

Description	P.O.C.	Debit	Credit
<b>Deposits, Credits, Debits</b>			
Lender Credit for Closing Cost from Keller Mortgage, LLC			\$1,783.00
Funds for closing from Steve F. Tibbetts and Tamberlyn Tibbetts, Trustees of the Tibbetts Family Trust			\$368,256.61
<b>Payoffs</b>			
Payoff to Keller Mortgage, LLC		\$368,256.61	
Principal: \$364,295.42			
Interest on Statement: \$89.72			
lener credit issued to offset fees for rescinded loan: \$1,000.00			
cash out amount from rescinded loan used to pay borrowers property taxes: \$2,871.47			
<b>New Loans</b>			
Loan Amount			\$320,902.00
Undisbursed Funds to Keller Mortgage, LLC DBA Keller Mortgage		\$320,902.00	
<b>Title Charges</b>			
Title - Lender's coverage \$320,902.00 Premium \$660.00 to Placer Title Company		\$660.00	
Title - ALTA 8.1-06/CLTA 110.9-06 (Environmental) Endorsement(s) to Placer Title Company		\$25.00	
Title - CLTA 100-06 (Restrictions) Endorsement(s) to Placer Title Company		\$0.00	
Title - CLTA 116-06 (Designation of Improvements, Address) Endorsement(s) to Placer Title Company		\$0.00	
Title - Notary Fees (MLHC Employee) to Placer Title Company		\$150.00	
Title - Settlement or closing fee \$525.00 to Placer Title Company		\$525.00	
Title - E-Recording Service Fee to Simplifile		\$8.00	
Title - Overnight Delivery Fees to Placer Title Company		\$20.00	
<b>Government Recording and Transfer Charges</b>			
Mortgage \$125.00		\$125.00	
Release \$45.00		\$45.00	
Building Homes and Jobs Act Fee to MLHC Recording Account \$225.00		\$225.00	
<b>Totals</b>		\$690,941.61	\$690,941.61

**Balance Due FROM Borrower: \$0.00**

Issued Date: July 25, 2022

Lender's Basic (non-discounted) Rate: \$1,138.00

I/We hereby agree to pay all my proper costs and fees, including any taxes, assessments and liens of public record, and any adjustments thereto, and authorize you to deduct same from funds due me and remit the balance to me at an address designated by the undersigned.

**Placer Title Company**

193 Fulweiler Avenue  
Auburn, CA 95603  
(530)885-7722

File Number: **P-563943**  
Loan Number: **01012102288251**  
Loan Amount: **\$320,902.00**  
Close Date: **7/27/2022**  
Date Prepared: **7/25/2022 12:21:05 PM**

**BORROWER(S) ESTIMATED CLOSING**

Type: **Refinance / Loan**  
Property: **7821 LOGAN LANE**  
**PENRYN, CA 95663 (PLACER)**  
**(032-134-012-000)**

Borrower(s): **STEVE F. TIBBETTS AND TAMBERLYN TIBBETTS, TRUSTEES OF THE TIBBETTS FAMILY TRUST DATED FEBRUARY 4, 2013, AND ANY AMENDMENTS THERETO**

Lender: **Keller Mortgage, LLC DBA Keller Mortgage**  
**4725 Lakehurst Court, Suite 400, Dublin, OH 43016**

Description	P.O.C.	Debit	Credit
<b>Payoffs</b>			
Payoff to Keller Mortgage, LLC DBA Keller Mortgage		\$372,195.37	
Principal: \$368,166.89			
Interest, 7/27/2022 to 7/30/2022 @\$22.43/day: \$67.29			
Interest on Statement: \$89.72			
Lender credit issued to offset fees for rescinded loan: \$1,000.00			
cash out amount from rescinded loan used to pay borrowers property taxes: \$2,871.47			
<b>New Loans</b>			
Loan Amount			\$320,902.00
Undisbursed Funds to Keller Mortgage, LLC DBA Keller Mortgage		\$320,902.00	
<b>Title Charges</b>			
Title - Lender's coverage \$320,902.00 Premium \$660.00 to Placer Title Company		\$660.00	
Title - ALTA 8.1-06/CLTA 110.9-06 (Environmental) Endorsement(s) to Placer Title Company		\$25.00	
Title - CLTA 100-06 (Restrictions) Endorsement(s) to Placer Title Company		\$0.00	
Title - CLTA 116-06 (Designation of Improvements, Address) Endorsement(s) to Placer Title Company		\$0.00	
Title - Settlement or closing fee \$525.00 to Placer Title Company		\$525.00	
Title - Signing Service to		\$175.00	
Title - E-Recording Service Fee to Simplifile		\$8.00	
Title - Overnight Delivery Fees to Placer Title Company		\$40.00	
<b>Government Recording and Transfer Charges</b>			
Mortgage \$125.00		\$125.00	
Release \$45.00		\$45.00	
Building Homes and Jobs Act Fee to MLHC Recording Account \$225.00		\$225.00	
<b>Totals</b>		\$694,925.37	\$320,902.00

**Balance Due FROM Borrower: \$374,023.37**

Issued Date: July 25, 2022

Lender's Basic (non-discounted) Rate: \$1,138.00

I/We hereby agree to pay all my proper costs and fees, including any taxes, assessments and liens of public record, and any adjustments thereto, and authorize you to deduct same from funds due me and remit the balance to me at an address designated by the undersigned.

**EXHIBIT 3**



**Mr. Cooper**  
LETTER SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
TO BE DISPOSED  
3801 Pecos Blvd.  
Cleveland, OH 44114  
CHANGING THE FACE OF HOME LOANS

08/02/2022

OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

STEVE E. TIBBETTS  
TAMBERLYN TIBBETTS  
7821 LOGAN LANE  
PENNYN, CA 95663

YOUR INFO  
LOAN NUMBER  
0696442540  
PROPERTY ADDRESS  
7821 LOGAN LANE  
PENNYN, CA 95663

Dear STEVE E. TIBBETTS and TAMBERLYN TIBBETTS:

As of the date of this letter, the loan referenced above is delinquent and in danger of foreclosure. We have made several attempts to contact you but so far we have not been able to reach you. Please contact us immediately so we can help you avoid a potentially serious situation.

As a homeowner, you have the right to know which solutions are available to help you avoid foreclosure, including solutions that may help you keep your home. These could include:

- Bringing your loan current through a repayment plan or reinstatement
- Temporarily reducing or pausing your payments with a forbearance
- Temporarily lowering your monthly payment
- Modifying your loan to make your mortgage more affordable

While we are committed to helping you keep your home, we realize that finding more affordable housing may be your best option. If so, we may be able to help you sell or lease your home without facing foreclosure through one of the following solutions:

- Short Sale—This may allow you to sell your home for less than you owe on the mortgage, subject to investor approval.
- Deed in Lieu of Foreclosure—This may allow you to transfer ownership of your home to the lender, subject to investor approval.

We are here to help but please contact us immediately. Fewer options may be available the longer you wait.

If you have any questions, please contact our Customer Service Department at 866-480-2132 or via mail at Lake Vista 4, 800 State Highway 124 Bypass, Lewisville, TX 75067. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT), and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

Mr. Cooper

Mr. Cooper is a brand name for Nationstar Mortgage, LLC. Nationstar Mortgage, LLC is doing business as Nationstar Mortgage, LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage, LLC. All rights reserved. If you are a successor, interest, or assignee of the property from a relative through death, divorce, or divorce, and you are not a borrower on the loan that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.





*Attention California Residents: If you have submitted a verbal or written cease and desist request, we will not be able to contact you by phone to discuss alternatives to foreclosure. To speak with us, please contact us directly or retract your cease communication request.*

**Additional Resources:**

For a list of HUD-approved housing counseling agencies that can provide free foreclosure prevention and debt management information, as well as translation or other language assistance, contact one of the following federal government agencies:

- The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or [www.hud.gov/counseling](http://www.hud.gov/counseling)
- The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or [www.consumerfinance.gov/mortgagehelp](http://www.consumerfinance.gov/mortgagehelp)

EXHIBIT 4

**Dennis Seley**

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**From:** David Frank  
**Sent:** Wednesday, August 17, 2022 4:13 PM  
**To:** Travis Grant  
**Cc:** sftibbs@sbcglobal.net; Verna Moreno; Michele Todd  
**Subject:** RE: P-563943: Steve & Tamberlyn Tibbetts Open escrow: 7821 Logan Lane, Penryn, CA 95663

Thank you.

**David E. Frank, Esq.**

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Frank Law Group, P.C. • Courthouse Plaza • 1517 Lincoln Way • Auburn, CA 95603

Phone: 530.887.8585 • Facsimile: 530.887.8586 • [www.franklawgroup.com](http://www.franklawgroup.com)

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This electronic mail communication may contain privileged and confidential attorney-client communications and/or attorney work product. If you have received this communication in error or are not the intended recipient, please delete the communication without using, copying or otherwise disseminating it. Please notify sender that you received the message in error.

Save a tree: Consider the environment before printing this email

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**From:** Travis Grant <tgrant@kellermortgage.com>  
**Sent:** Wednesday, August 17, 2022 4:12 PM  
**To:** David Frank <defrank@franklawgroup.com>  
**Cc:** sftibbs@sbcglobal.net; Verna Moreno <officemanager@franklawgroup.com>; Michele Todd <matodd@franklawgroup.com>  
**Subject:** RE: P-563943: Steve & Tamberlyn Tibbetts Open escrow: 7821 Logan Lane, Penryn, CA 95663

Dave,

Mr. Cooper is not servicing on behalf of Keller Mortgage. Keller Mortgage repurchased the loan and owned it at the time we consummated the transaction with your client.

I understand the Mr. Cooper is acting on behalf of the previous owner of the loan that was rescinded (which Keller Mortgage repurchased). Keller Mortgage has already communicated with the previous owner and asked that they have Mr. Cooper cease any servicing activity.

I've forwarded your email below to the appropriate Keller staff and asked that we follow up on our previous communication. I will let you know once we receive a response.

Thanks,

**Travis Grant**  
Executive Director of Legal & Compliance  
(858) 442-6027 direct  
[tgrant@kellermortgage.com](mailto:tgrant@kellermortgage.com)



**KELLER**  
**Mortgage**  
NMLS #140234



Here at Keller Mortgage we expect our Team to provide 5 Star service!  
If at any time you feel we are falling short of this expectation, please let us know.  
You may call me directly or send our team an e-mail at [5star@KellerMortgage.com](mailto:5star@KellerMortgage.com).

NOTICE: The information contained in this communication is confidential and/or legally privileged. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this information is strictly prohibited. If you have received this electronic mail transmission in error, please destroy the original communication, delete it from your system without copying or forwarding it, and notify us by telephone at 888-766-2678.

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**From:** David Frank <[defrank@franklawgroup.com](mailto:defrank@franklawgroup.com)>  
**Sent:** Wednesday, August 17, 2022 3:39 PM  
**To:** Travis Grant <[tgrant@kellermortgage.com](mailto:tgrant@kellermortgage.com)>  
**Cc:** [sftibbs@sbcglobal.net](mailto:sftibbs@sbcglobal.net); Verna Moreno <[officemanager@franklawgroup.com](mailto:officemanager@franklawgroup.com)>; Michele Todd <[matodd@franklawgroup.com](mailto:matodd@franklawgroup.com)>  
**Subject:** RE: P-563943: Steve & Tamberlyn Tibbetts Open escrow: 7821 Logan Lane, Penryn, CA 95663  
**Importance:** High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Travis,

We have a problem. Today marks three weeks since the closing of the loan (7/28/22). As of today, the Tibbetts loan that was rescinded has not been paid off and they continue to get correspondence from representatives with Mr. Cooper asking for payment. I'm unsure why it would take any more than a couple of days to pay off the loan with the money they have had since July 28<sup>th</sup>. My clients' other concern is that their excellent credit rating is being dinged with late payments. This needs to be fixed pronto. My clients have been fully cooperative in helping you process this rescission, so please get this taken care of immediately, and let me know what Mr. Cooper will be sending to the credit agencies to reverse the dings to the Tibbetts' excellent credit ratings.

Thank you.

**David E. Frank, Esq.**

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Frank Law Group, P.C. • Courthouse Plaza • 1517 Lincoln Way • Auburn, CA 95603

Phone: 530.887.8585 • Facsimile: 530.887.8586 • [www.franklawgroup.com](http://www.franklawgroup.com)

**EXHIBIT 5**

From: Identity Guard® no-

reply@service.identityguard.com

Subject: Your Monthly VantageScore® Credit Score  
Is Available

Date: Dec 9, 2022 at 14:13:43

To: sftibbs@sbcglobal.net



## Your Monthly VantageScore® Credit Score Is Available

STEVE TIBBETTS,

Your monthly VantageScore® credit score is now available. Your credit score has DECREASED by 87 points since last month.

Log into your Identity Guard® account to view your updated score and see how your credit score factors have changed.

Putting your security first,

Identity Guard®



This email was sent to [sftibbs@sbcglobal.net](mailto:sftibbs@sbcglobal.net) because it contains important information about your account. If you previously unsubscribed from Identity Guard® marketing emails, you will no longer receive special offers, but you will continue to receive emails concerning your account. If you believe you received this email in error, please forward it to our customer care team at [customer care@identityguard.com](mailto:customer care@identityguard.com).

We will never ask you for your personal information in an email. We respect your privacy. If you no longer wish to receive marketing emails from Identity Guard®, you may unsubscribe at any time.

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----- Forwarded Message -----

**From:** Identity Guard® <[no-reply@service.identityguard.com](mailto:no-reply@service.identityguard.com)>  
**To:** "[tamberlynt@sbcglobal.net](mailto:tamberlynt@sbcglobal.net)" <[tamberlynt@sbcglobal.net](mailto:tamberlynt@sbcglobal.net)>  
**Sent:** Thursday, December 8, 2022 at 04:21:51 PM PST  
**Subject:** Your Monthly VantageScore® Credit Score Is Available



## Your Monthly VantageScore® Credit Score Is Available

TAMBERLYN TIBBETTS

Your monthly VantageScore® credit score is now available. Your credit score has **DECREASED** by 56 points since last month.

Log into your Identity Guard® account to view your updated score and see how your credit score factors have changed.

Putting your security first,

Identity Guard®



This email was sent to [TAMBERLYNT@SBCGLOBAL.NET](mailto:TAMBERLYNT@SBCGLOBAL.NET) because it contains important information about your account. If you previously unsubscribed from Identity Guard® marketing emails, you will no longer receive special offers, but you will continue to receive emails concerning your account. If you believe you received this email in error, please forward it to our customer care team at [customerocare@identityguard.com](mailto:customerocare@identityguard.com).

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EXHIBIT 6

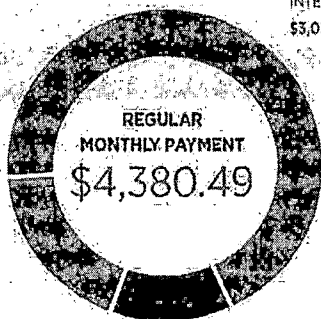


RETURN SERVICE ONLY.  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
PO Box 818080  
5901 Postal Road  
Cleveland, OH 44181



0003791 02.MB 0.512.02 TR:00017 RNRGEH71 100000

STEVE F TIBBETTS  
TAMBERLYN TIBBETTS  
7821 LOGAN LANE  
PENRYN, CA 95663

**EXPLANATION OF AMOUNT DUE**

REGULAR MONTHLY PAYMENT	\$4,380.49
TOTAL FEES & CHARGES	\$20.00
OVERDUE PAYMENT(S)	\$23,535.04
PARTIAL PAYMENT (UNAPPLIED)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$27,935.53</b>
TRIAL/WORKOUT PAYMENT AMOUNT	\$0.00

\*Please call Mr. Cooper to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

See page 2 for detailed Lender Paid Expenses Summary



Your year-end tax statement will be available online by 1/18 or in the mail by the end of January.

**HERE'S SOME HELPFUL INFORMATION** (See Page 2 for Additional Critical Notices)

Did you know some states have announced assistance programs for homeowners affected by COVID-19? Visit [nasha.org/homeowner-assistance-fund](https://nasha.org/homeowner-assistance-fund) to see what programs may be available in your area.

If the COVID-19 Pandemic has impacted your ability to make your mortgage payment, visit our COVID-19 Resource Center at [mrcooper.com/forbearance](https://mrcooper.com/forbearance). There's a fast and easy online application if you decide this program is right for you.

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce the shortage.

Lender Paid Expenses are funds paid by Mr. Cooper on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

**TRANSACTION ACTIVITY (11/19/2022 to 12/20/2022)**

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW	OTHER
12/19/2022	Property Inspections	\$20.00				\$20.00
12/19/2022	Late Charge Assessed	\$5.00				\$5.00

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

**MORTGAGE LOAN STATEMENT**STATEMENT DATE  
12/20/2022PAYMENT DUE DATE  
01/01/2023LOAN NUMBER  
0696442540PROPERTY ADDRESS  
7821 LOGAN LANE  
PENRYN, CA 95663AMOUNT DUE  
**\$27,935.53**

If payment is received on or  
after 01/17/2023, a \$5.00  
late fee will be charged.

**QUESTIONS? WE'RE HERE TO HELP.**

CUSTOMER SERVICE 888-480-2432 YOUR Dedicated Loan Specialist is:  
Mon-Thu 7 a.m. to 8 p.m. (CT) Cynthia Welland  
Fri 7 a.m. to 7 p.m. (CT) AND CAN BE REACHED AT:  
Sat 8 a.m. to 12 p.m. (CT) (866)-316-2432  
[www.mrcooper.com](https://www.mrcooper.com) or via mail at:  
Lake Vista 4  
800 State Highway 121 Bypass  
Lewisville, TX 75067

**Go Paperless.**  
Sign in to your account to activate.

**ACCOUNT OVERVIEW**INTEREST BEARING  
PRINCIPAL BALANCE  
\$693,750.00INTEREST RATE  
5.250%ESCROW BALANCE  
-\$2,638.00

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

**PAST PAYMENTS BREAKDOWN**

CATEGORY	PAID SINCE 11/19/2022	PAID YEAR TO DATE
PRINCIPAL	\$0.00	\$0.00
INTEREST	\$0.00	\$0.00
ESCROW (TAXES & INSURANCE)	\$0.00	\$0.00
OPTIONAL INSURANCE	\$0.00	\$0.00
FEES & CHARGES	\$0.00	\$0.00
LENDER PAID EXPENSES	\$0.00	\$0.00
PARTIAL PAYMENT (UNAPPLIED)	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>

S 00003791 RNRGEH71 012894

# IMPORTANT PAYMENT INFORMATION

- It is important to use the remittance stub and envelope provided since both contain computer encoding that will help ensure prompt and accurate posting of payments. Always include your loan number on your check or money order. However, should you not receive your statement, DO NOT DELAY PAYMENT. Simply write your loan number on your check or money order and mail to the payment address as provided in the Contact Information section below.
- Do not send cash or correspondence as this could delay processing. Correspondence should be sent to the address provided in the Contact Information section below.
- Please be advised that if your account is delinquent or if there are fees and charges due, your account may not be paid ahead nor may principal reduction payments be applied. When Mr. Cooper receives a remittance that is in excess of a payment amount, that excess is applied to your account in accordance with a predetermined sequence: 1) Principal and Interest due; 2) Applicable Escrow amounts; 3) Fees and other charges assessed to your account. Once this sequence has been satisfied, you may give specific instructions as to how you would like excess amounts to be applied to your account by noting your preference on the face of your remittance stub.
- Any lump sum received that is not accompanied by a payoff quote will be applied according to our standard payment application rules. This will not result in satisfaction and reconveyance/release unless amount tendered satisfies all amounts due and owing on the account.
- A Schedule of Fee for Select Services may be found on our website at [www.mrcooper.com](http://www.mrcooper.com).

## SERVICEMEMBERS CIVIL RELIEF ACT

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If you are a member of the military who has been called to active duty or received a Permanent Change of Station order and you have not already made us aware, please forward a copy of your orders to us at: Mr. Cooper, Attn: Military Families, P.O. Box 619098, Dallas, TX 75261-9741, fax: 855-856-0427 or email [MilitaryFamilies@mrcooper.com](mailto:MilitaryFamilies@mrcooper.com). Be sure to include your loan number with the copy of the orders. Please visit our website at [www.mrcooper.com](http://www.mrcooper.com) for complete details regarding Legal Rights and Protections Under the SCRA.

## LATE CHARGES AND OVERDRAFT FEES

Payments received and posted after a grace period will be assessed a late charge. The late charge rate and number of grace days are shown on your Note. Please allow adequate time for postal delays as the receipt and posting date will govern the assessment of a late charge. Partial payments cannot be applied. If a payment is credited to your account and subsequently dishonored by your bank, Mr. Cooper will reverse that payment and assess your loan account an insufficient funds fee of up to \$50.00, as permitted by applicable law. (This fee may vary by state.)

## HOMEOWNER COUNSELING NOTICE

If your loan is delinquent, you are entitled to receive homeownership counseling from an agency approved by the United States Department of Housing and Urban Development (HUD). A list of the HUD-approved, nonprofit homeownership counseling agencies may be downloaded from the Internet at: <https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or by calling the HUD toll free number 1-800-569-4287 (toll free TDD number 1-800-877-8339) to obtain a list of approved nonprofit agencies serving your residential area.

## NEW YORK STATE RESIDENTS

For those customers who reside in the state of New York, a borrower may file complaints about the Service with the New York State Department of Financial Services or may obtain further information by calling the Department's Consumer Help Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov). Mr. Cooper is registered with the New York Superintendent of Financial Services.

You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

## PAYMENT OPTIONS

**AUTOPAY** Allows you to have your payment automatically debited, each month, from the checking or savings account of your choice. Mr. Cooper does not charge a fee to activate this service. Call 888-480-2432 for more information or visit our website at [www.mrcooper.com](http://www.mrcooper.com).

**ONLINE PAYMENT** Allows you to sign in to your account any time to make a payment. There is no charge for this service. Sign in to [www.mrcooper.com](http://www.mrcooper.com).

**AUTOMATED PHONE PAYMENT** Is a pay-by-phone service provided through our automated phone system. There is no charge for this service. Call 888-480-2432.

**AGENT ASSISTED PAYMENT** Is a pay-by-phone service provided by a customer service agent. Call 888-480-2432 and speak with an agent. There is no charge for this service.

**PAY BY MAIL** Detach the coupon provided with this statement and mail it with your check or money order in the envelope provided. Please write your loan number on your payment and allow adequate time for postal delays as the receipt and posting date will govern the assessment of late charges. Send payment via express or overnight mail to Mr. Cooper, Attn: Payment Processing - 650793, 3000 Kellway Drive, Suite 120, Carrollton, TX 75006.

**WIRE** Allows you to send payoff/reinstatement funds via wire transfer. Visit our website [www.mrcooper.com](http://www.mrcooper.com) or refer to your payoff statement for wiring instructions.

**MONEYGRAM EXPRESSPAYMENT** Ensures same-day delivery of your payment to Mr. Cooper. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the Express Payment form, providing your name and Mr. Cooper loan number. The MoneyGram Receive Code is \*\*\*1678\*\*\*. All Express Payment transactions require cash. The agent will charge a fee for this service.

**WESTERN UNION QUICKCOLLECT** Ensures same-day delivery of your payment to Mr. Cooper. Visit your local Western Union Agent. Call 1-800-325-6000 to locate the one nearest you. Complete the QuickCollect form with your name and Mr. Cooper loan number, indicating:

Pay to: Mr. Cooper Code City: MRCOOPER State: TX

All QuickCollect transactions require cash. Western Union will charge a fee for this service.

## NOTICE TO CUSTOMERS MAKING PAYMENTS BY CHECK

**Authorization to Convert Your Check:** If you send us a check to make your payment, your check may be converted into an electronic fund transfer. An electronic fund transfer is the process in which your financial institution transfers funds electronically from your account to our account. By sending your completed signed check to us, you authorize us to copy your check and use the information from your check to make an electronic funds transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

**Insufficient Funds:** The electronic fund transfer from your account will usually occur within 24 hours of our receipt of your check. If the electronic fund transfer cannot be completed because of insufficient funds, you may be assessed an NSF fee in connection with the attempted transaction.

**Transaction Information:** The electronic fund transfer from your account will be on the account statement you receive from your financial institution. You will not receive your original check back from your financial institution. For security reasons, your original check will be destroyed, but we will keep a secured copy of the check for record keeping purposes.

**Your Rights:** You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your statement was not properly authorized or is otherwise incorrect. Consumers have protections under the Electronic Fund Transfer Act for any unauthorized or incorrect electronic fund transfer.

## CONTACT INFORMATION

**CUSTOMER SERVICE:** 888-480-2432, Monday through Thursday 7 a.m. to 8 p.m. (CT), Friday 7 a.m. to 7 p.m. (CT), and Saturday 8 a.m. to 12 p.m. (CT) [Calls may be monitored and/or recorded for quality assurance purposes].

**24-HOUR AUTOMATED ACCOUNT INFORMATION:** Sign in to [www.mrcooper.com](http://www.mrcooper.com) OR call 888-480-2432.

**MAILING ADDRESSES:** For Mr. Cooper are listed below. Please carefully select the address suited to your needs and remember, sending payments to any address other than the one specifically identified for payments will result in delays and may result in additional fees being assessed to your account.

PAYMENTS:	NOTICE OF ERROR/ INFORMATION REQUEST/QWR:	OVERNIGHT DELIVERY CORRESPONDENCE:	INSURANCE RENEWALS/ BILLS:	TAX NOTICES/ BILLS:	BANKRUPTCY NOTICES/ PAYMENTS:
PO Box 60516 City of Industry, CA 91716-0516	PO Box 619098 Dallas, TX 75261-9741	Lake Vista 4 800 State Hghway 121 Bypass Lewisville, TX 75067	PO Box 7729 Springfield, OH 45501-7729 Fax: (800) 687-4729	PO Box 9225 Coppell, TX 75019 Fax: (817) 826-1861	PO Box 619094 Dallas, TX 75261-9741

**PURSUANT TO RESPA, A "QUALIFIED WRITTEN REQUEST" (QWR) REGARDING THE SERVICING OF YOUR LOAN, A NOTICE ASSERTING THAT AN ERROR OCCURRED WITH RESPECT TO YOUR LOAN OR A NOTICE REQUESTING INFORMATION WITH RESPECT TO YOUR LOAN MUST BE SENT TO THIS ADDRESS:** Mr. Cooper PO Box 619098, Dallas, TX 75261-9741, Attn: Customer Relations Officer. A "qualified written request" must comply with the requirements of RESPA, as follows: Qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and includes a statement of the reasons that the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer regarding information relating to the servicing of the loan sought by the borrower. A QWR, notice of error or request for information is not timely if it is delivered to a servicer more than 1-year after either the date of transfer of servicing or the date that the mortgage loan is discharged, whichever date is applicable.

Mr. Cooper, its affiliates, successors or its assigns or their officers, directors, agents, or employees, are neither liable nor responsible for, or make any representation regarding the products or services offered on any enclosed inserts.







RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
PO Box 818060  
5801 Postal Road  
Cleveland, OH 44181

STATEMENT DATE  
12/20/2022

LOAN NUMBER  
0696442540

PROPERTY ADDRESS  
7821 LOGAN LANE  
PENRYN, CA 95663

PAYMENT DUE DATE  
01/01/2023

AMOUNT DUE  
**\$27,935.53**

*If payment is received on or  
after 01/17/2023, a \$5.00  
late fee will be charged.*

## LENDER PAID EXPENSES

	LAST STATEMENT	TOTAL
PROPERTY INSPECTIONS (11/14/2022)	\$20.00	\$40.00
<b>TOTAL</b>	<b>\$20.00</b>	<b>\$40.00</b>

## QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-480-2432 YOUR Dedicated Loan Specialist is:  
Mon-Thu 7 a.m. to 8 p.m. (CT) Cynthia Welland  
Fri 7 a.m. to 7 p.m. (CT) AND CAN BE REACHED AT:  
Sat 8 a.m. to 12 p.m. (CT) (866)-316-2432  
or via mail at:  
www.mrcooper.com Lake Vista 4

**Go Paperless.**  
Sign in to your account to activate.

800 State Highway 121 Bypass  
Lewisville, TX 75067

## HERE'S SOME HELPFUL INFORMATION

"Total Fees & Charges" include, but are not limited to, phone pay fees, insufficient fund fees, or convenience fees. These fees & charges appear in the "Other" category of the Transaction Detail, if applied since the last billing cycle.

Don't like paper? Go Paperless by signing in to your account at [www.mrcooper.com](http://www.mrcooper.com) and updating your settings. You can also manage your account paperlessly with the Mr. Cooper app. Download it wherever you get your apps.

Want to make payments even easier? Pay online at [www.mrcooper.com](http://www.mrcooper.com), on the go with the Mr. Cooper app, or by setting up AutoPay. No matter how you pay, we'll never charge a transaction fee.

Please note the overnight payment address has changed. Please see the back of the statement for the updated address.



CHANGING THE FACE OF HOME LOANS

RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
PO Box 818060  
5801 Postal Road  
Cleveland, OH 44181

12/20/2022

## OUR INFO

CUSTOMER SERVICE

888-480-2432

Mon-Thu 7 a.m. to 8 p.m. (CT)  
Fri 7 a.m. to 7 p.m. (CT)  
Sat 8 a.m. to 12 p.m. (CT)

## ONLINE

www.mrcooper.com

LOAN NUMBER

0696442540

PROPERTY ADDRESS

7821 LOGAN LANE

PENRYN, CA 95663

STEVE F TIBBETTS  
TAMBERLYN TIBBETTS  
7821 LOGAN LANE  
PENRYN, CA 95663

Dear Steve Tibbetts and Tamberlyn Tibbetts:

At Mr. Cooper, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

**Why am I receiving this letter?**

As of 12/20/2022, you are 173 days delinquent on your mortgage loan. Your mortgage payment is currently past due for 07/01/2022 and you have not yet made a full contractual payment with Mr. Cooper. Here is a recent payment history, and the reason for our concern:

**RECENT ACCOUNT HISTORY**

PAYMENT DUE 07/01/2022 Unpaid balance of \$3,830.91

PAYMENT DUE 08/01/2022 Unpaid balance of \$3,830.91

PAYMENT DUE 09/01/2022 Unpaid balance of \$3,830.91

PAYMENT DUE 10/01/2022 Unpaid balance of \$3,830.91

PAYMENT DUE 11/01/2022 Unpaid balance of \$3,830.91

PAYMENT DUE 12/01/2022 Unpaid balance of \$4,380.49

**CURRENT CONTRACTUAL PAYMENT DUE 01/01/2023: \$4,380.49****AS OF 12/20/2022 THE TOTAL AMOUNT DUE IS \$27,935.53. You must pay this amount to bring your loan current.**

Please call us to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

Your loan recently transferred to Mr. Cooper. Please see your monthly statements from your prior servicer for your 6-month payment history, if the payment history above is less than 6 months.

**What do I need to know?**

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options. Here are some of the solutions that may be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287
- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

**What do I need to do?**

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Cynthia Weiland and can be reached at (866) 316-2432 or via mail at Lake Vista 4, 800 State Highway 121 Bypass, Lewisville, TX 75067. Our hours of operation are Monday through Thursday 7 am to 8 pm (CT), Friday 7 am to 7 pm (CT) and Saturday 8 am to 12 pm (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,  
The Loss Mitigation Department at Mr. Cooper

\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

00003791 RNRGEH71 012896

**Servicemembers Civil Relief  
Act Notice Disclosure**

**U.S. Department of Housing  
and Urban Development Office  
of Housing**

**OMB Approval 2502-0584  
Exp 3/31/2021**

### **Legal Rights and Protections Under the SCRA**

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA).

### **Who May Be Entitled to Legal Protections Under the SCRA?**

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

### **What Legal Protections Are Servicemembers Entitled To Under the SCRA?**

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within one year after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

### **How Does A Servicemember or Dependent Request Relief Under the SCRA?**

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.  
Mr. Cooper, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741
- There is no requirement under the SCRA; however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

### **How Does a Servicemember or Dependent Obtain Information About the SCRA?**

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to [www.militaryonesource.mil/legal](http://www.militaryonesource.mil/legal) or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

form HUD-92070  
(6/2017)



### FINANCIALLY IMPACTED BY COVID-19?

Homeowners with financial hardships who have been impacted by COVID-19 can apply for assistance with their mortgage payments, property taxes, and other housing costs.

Learn more about the program at [www.consumerfinance.gov/haf](http://www.consumerfinance.gov/haf) or by calling (800) 569-4287.

### ¿HA SIDO AFECTADO FINANCIERAMENTE POR EL COVID-19?

Los propietarios de vivienda con dificultades financieras que han sido afectados por el COVID-19 pueden solicitar asistencia con sus pagos de hipoteca, impuestos a la propiedad y otros costos de la vivienda.

Obtenga más información sobre el programa en <http://www.consumerfinance.gov/haf> o llamando al (800) 569-4287.

### 因為 COVID-19 而經濟上受到影響？

受 COVID-19 影響而有經濟困難的房主可以申請援助，以支付他們的房屋抵押貸款、房產稅和其他住房開支。

了解更多項目資訊，請訪問 <http://www.consumerfinance.gov/haf> 或撥打電話 (800) 569-4287。

### BỊ ẢNH HƯỞNG TÀI CHÍNH DO COVID-19?

Những chủ nhà gặp khó khăn về tài chính do bị ảnh hưởng bởi COVID-19 có thể nộp đơn xin hỗ trợ cho các khoản thanh toán nợ vay thế chấp, thuế tài sản và các chi phí về nhà ở khác của họ.

Vui lòng tìm hiểu thêm về chương trình tại <http://www.consumerfinance.gov/haf> hoặc bằng cách gọi (800) 569-4287.

### COVID-19 로 인해 재정적 영향을 입으셨나요?

COVID-19 로 인한 영향으로 재정적 어려움을 겪고 계시는 주택 소유자인 경우 담보대출상환액, 부동산 재산세 및 기타 주택 비용에 대해 보조를 신청할 수 있습니다.

프로그램에 대한 자세한 정보는 [www.consumerfinance.gov/haf](http://www.consumerfinance.gov/haf) 를 방문하시거나 (800) 569-4287 로 전화하십시오.

### PINANSYAL NA NAAPEKTUHAN NG COVID-19?

Ang mga may-ari ng tirahang may pinansyal na kahirapan na naapektuhan ng COVID-19 ay maaaring mag-apply para sa tulong sa kanilang mga pagbabayad ng mortgage, buwis sa arian, at iba pang mga gastusin sa bahay.

Alamin pa ang tungkol sa programa sa [www.consumerfinance.gov/haf](http://www.consumerfinance.gov/haf) o sa pamamagitan ng pagtawag sa (800) 569-4287.



[← ALERTS](#)

1 of 1



### Credit Monitoring Alert

## Negative Account Change – *STEV*

**Creditor** NATIONSTAR MORTGAGE LLC**Creditor Type** Mortgage Companies - Finance**Account Number** \*\*\*2540**Payment Status** Late 120 Days**Credit Bureau** TransUnion**Date** 12/31/2022**Amount Delinquent** 19154**Contact Address** 350 HIGHLAND  
HOUSTON, TX 77067

### Why Did I Receive This Alert?

You received this alert because the creditor listed above is reporting a late payment. If your bills are past due, the sooner you pay the bill, the better. The damaging effect of a late payment on your credit scores can increase the longer you wait. Thirty days late is bad, but it's not as bad as 60, which is not as bad as 90 and so on.

### Don't recognize this activity?

If after reviewing the details above you don't remember missing a payment, it may be a reporting mistake. Contact the creditor listed in the alert to get more information about the missed payment. If you don't recognize the account, it might indicate identity fraud. We recommend that you contact TransUnion. You may also contact our agents for further assistance.

**TransUnion**

800-680-7289

Do you recognize this activity?

YES, ARCHIVE ALERT

NO, I DON'T



ALERTS

1 of 33



## Credit Monitoring Alert

Negative Account Change – *TAMBERLYN*

Creditor NATIONSTAR MORTGAGE LLC

Creditor Type Mortgage Companies - Finance

Account Number \*\*\*2540

Payment Status Late 120 Days

Credit Bureau TransUnion

Date 12/31/2022

Amount Delinquent 19154

Contact Address 350 HIGHLAND  
HOUSTON, TX 77067

## Why Did I Receive This Alert?

You received this alert because the creditor listed above is reporting a late payment. If your bills are past due, the sooner you pay the bill, the better. The damaging effect of a late payment on your credit scores can increase the longer you wait. Thirty days late is bad, but it's not as bad as 60, which is not as bad as 90 and so on.

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**TransUnion**

800-680-7289

Do you recognize this activity?

YES, I ARCHIVE ALERT

NO, I DON'T

EXHIBIT 7

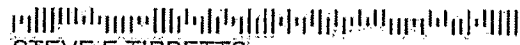
Mr. Cooper  
P.O. Box 9095  
Temecula, CA 92589-9095



PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

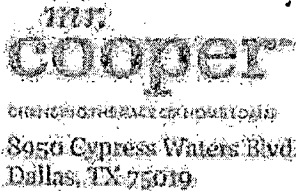
Send Payments to:  
Mr. Cooper  
PO Box 650783  
Dallas, TX 75265-0783

20230109-160

  
STEVE F TIBBETTS  
TAMBERLYN TIBBETTS  
7821 LOGAN LN  
PENRYN, CA 95663-9405



GEN\_PRSL



OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

01/09/2023

STEVE F TIBBETTS  
TAMBERLYN TIBBETTS  
7821 LOGAN LN  
PENRYN, CA 95663-9405

Loan Number: 696442540  
Investor Name: "U.S. Bank National Association, as Trustee for WOV ML Pass-Through Trust I"  
Property Address: 7821 LOGAN LANE  
PENRYN, CA 95663

Dear STEVE F TIBBETTS and TAMBERLYN TIBBETTS:

**YOUR MORTGAGE LOAN HAS BEEN  
REFERRED FOR FORECLOSURE**

Your loan has been referred to foreclosure. While the foreclosure process has begun, you may still have foreclosure prevention alternatives available to you. You can still be evaluated for alternatives to foreclosure by submitting a Mortgage Assistance application and any required documentation to Mr. Cooper.

If you have experienced unexpected expenses, loss of income, or other circumstances that has prevented you from making your mortgage payments, there may be mortgage assistance available to you. You may qualify for temporary or long-term relief, including solutions that allow you to stay in your home (forbearance, repayment, modification) or leave your home while avoiding foreclosure (short sale or deed-in-lieu of foreclosure). Please contact us at our toll-free number 888-480-2432 to request a loss mitigation application or sign in to your online account to complete an online application. You can begin the application process online by clicking on the Support tab on the left-hand side of the page, selecting Financial Assistance and then click on Application from the options listed.

Once we have received the application and required documentation, we will evaluate your application and contact you regarding any available solutions and next steps.

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

Nationstar Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.





Even if you have previously indicated that you are not interested in saving your home, you can still be evaluated for alternatives to foreclosure.

Additional Information:

- Please note that you may receive, upon written request, the following information:
  - A copy of your payment history since the time you were last less than 60 days past due;
  - A copy of your note, deed of trust/mortgage and any assignments of deed of trust/mortgage that exist and demonstrate the right to foreclose on your deed of trust/mortgage under applicable state law; and
  - The name of the trust or owner that holds your loan.
- You have the right to occupy the property until a sale of the property or other title transfer occurs. If you do not wish to continue to occupy the property, please contact us to discuss foreclosure alternatives that allow you to surrender the property in exchange for compensation.
- You have the responsibility to maintain the property.
- You continue to be obligated for taxes and insurance on the property until a sale or transfer of title occurs.

Sincerely,

Cynthia Weiland  
Dedicated Loan Specialist  
Mr. Cooper  
8663162432 ext. 5160293  
8950 Cypress Waters Blvd.  
Dallas, TX 75019

**Superior Court of the State of California**  
**In and For The County of Placer**

CASE NO. S-CV-0049759

**A CASE MANAGEMENT CONFERENCE HAS BEEN SCHEDULED:**

---

DATE: 05/15/2023

TIME: ☒ 2:00 P.M. If your case number starts with "S-CV"

☐ 3:00 P.M. If your case number starts with "S-CV" and is deemed Complex

☐ 3:00 P.M. If your case number starts with "M-CV"

DEPT: 40 - 10820 Justice Center Drive, Roseville, California

---

**IF YOU DO NOT HAVE AN ATTORNEY, READ THIS:**

The judge does **not** decide whether you win or lose your case at this court date. If you do not file an "Answer," or other "responsive pleading," you will automatically lose this case, usually before this court date. The Answer or responsive pleading must be given to the court clerk within 30 days of the day you received the Summons, along with a filing fee or application for waiver of court fees.

You can get free help filling out your Answer or responsive pleading at the court's Legal Help Center. For more information or to schedule an appointment, go to the court's website at [www.placer.courts.ca.gov](http://www.placer.courts.ca.gov) and select "Legal Help Center."

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**INFORMATION ABOUT CASE MANAGEMENT CONFERENCES:**

15 calendar days before the Case Management Conference, you must file and serve a completed Case Management Statement (CM-110).

You do not need to come to court for the first Case Management Conference. You can see the court's proposed orders 12 calendar days before the Case Management Conference on the court's website, [www.placer.courts.ca.gov](http://www.placer.courts.ca.gov). Select "Tentative Rulings and Calendar Notes," then "Civil Case Management Conference." If you do not have Internet access, call the court at 916-408-6000 to get the information.

**The court does not provide a court reporter** at Case Management Conferences or Law & Motion hearings. If you want the proceedings reported, you must provide your own court reporter at your own expense.

IF YOU WANT TO APPEAR BY TELEPHONE, you must schedule your telephonic appearance through the court's website, [www.placer.courts.ca.gov](http://www.placer.courts.ca.gov). Select "Telephonic Appearance System." For more information on the telephonic appearance system, please visit our "How to" guide on the website. **YOU MUST PAY ONLINE TO USE THIS SERVICE UNLESS YOU HAVE BEEN GRANTED A FEE WAIVER BY THE COURT.**